

COMMERCIAL PURCHASE AND SALE AGREEMENT

1. Parties. This ___ day of January, 2021, Eli Dovek, Trustee of the Crescent Realty Trust u/d/t dated December 1, 1993 filed with the Norfolk County Registry District of the Land Court as Document No. 677126 with a mailing address at (hereinafter called the "Seller"), agrees to sell, and 686 Lewis Hill LLC, a New Hampshire limited liability company with a usual place of business at 11 Grovenor Road, No. 6, Jamaica Plain, Massachusetts 02130-2515 (hereinafter called the "Buyer"), agrees to purchase, upon the terms hereinafter set forth, the Premises described below.

2. Description. That certain parcel of real property consisting of approximately 14,550 square feet of land, more or less, together with the buildings and other improvements located thereon presently known and numbered as 45 Bartlett Crescent, Brookline, Norfolk, Massachusetts 02446 (Deed Reference: Norfolk County Registry of Deeds, Document No. 677125, Certificate of Title No. 141068 in Book 706, Page 68. Also shown as Lot 7 on Land Court Plan No. 13462F (Sheet 2), attached hereto as Exhibit "B", and Town of Brookline Assessing Parcel 093-24-01 (the "Premises").

3. Buildings, Structures, Improvements, Fixtures. Included in the sale as a part of the Premises are any buildings, structures and improvements now thereon, and any personal property, equipment, movable partitions and fixtures owned by the Seller and located therein or used in connection therewith. Also included in this sale as a part of the Premises are all right, title and interest of the Seller in and to any permits, certificates, variances, consents, approvals, plans, records, surveys, reports and similar items, if any, pertaining to the Premises.

4. Title Deed. The Premises are to be conveyed by a good and sufficient Quitclaim Deed running to the Buyer (or to a nominee designated in writing by the Buyer not less than seven (7) days prior to the Closing Date hereafter defined), and said Deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:
(a) provisions of applicable laws and regulations of any governmental authority having jurisdiction;
(b) such real estate taxes for the then current tax period as are not due and payable on the date of the delivery of such deed; and
(c) Easements, restrictions, reservations, rights of way, special permits and/or variances of record, if any, so long as the same do not prohibit or materially interfere with the proposed use of said Premises by Buyer. See also Paragraph 21(c) and Paragraph 21(e).

5. Plans. If said Deed refers to a plan necessary to be recorded therewith the Seller shall deliver such plan with the deed in form adequate for recording.

6. Registered Land. The deed to said Premises shall be in a form sufficient to entitle the Buyer to a Certificate of Title to said Premises, and the Seller shall deliver with said deed all instruments, if any, necessary to enable the Buyer to obtain such Certificate of Title.

7. Purchase Price. The agreed purchase price for said premises is Three Million One

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Hundred Thousand and 00/100 (\$3,100,000.00) Dollars, of which Five Thousand and 00/100 (\$5,000.00) Dollars were deposited upon the execution of the Offer to Purchase Real Estate (the "Initial Deposit"); and upon the mutual execution of this Commercial Purchase and Sale Agreement, Buyer shall deposit with the Escrow Agent an additional deposit in an amount of One Hundred Fifty Thousand and 00/100 (\$150,000.00) Dollars (the "Additional Deposit," which together with the Initial Deposit shall hereinafter be collectively referred to as the "Deposit"). Sixty (60) Days following the signing of this Agreement, Five Thousand and 00/100 (\$5,000.00) Dollars of the Deposit shall be released from escrow and paid over to Seller as a non-refundable deposit (the "First Non-Refundable Deposit"). One Hundred Eighty (180) Days following the signing of this Agreement above, an additional Fifteen Thousand and 00/100 (\$15,000.00) Dollars of the Deposit shall be released from escrow and paid over to Seller as a second non-refundable deposit (the "Second Non-Refundable Deposit"), unless the Purchaser has first exercised its termination rights as set forth in Paragraph 21 hereinbelow. The parties agree that the Deposit, less any nonrefundable deposits paid to Seller, shall be fully refundable in the event Buyer elects not to proceed with the transaction because of a failure of the Purchase Conditions (or any one of them) set forth in Paragraph 21 hereinbelow. The First Non-Refundable Deposit and the Second Non-Refundable Deposit shall be applied towards the Purchase Price.

8. Time for Performance: Delivery of Deed. Such Deed and any other documents, instruments and materials to be delivered pursuant to this Agreement shall be delivered, unless otherwise agreed upon by the parties hereto, at 10:00 a.m. on or before the 60th day following the date of the expiration of the Due Diligence Period (the "Closing" or "Closing Date") at the offices of counsel for Buyer (or Buyer's Lender's counsel), as specified by Buyer in writing not less than five (5) business days prior to the Closing. It is agreed that time is of the essence hereunder.

9. Possession and Condition of Premises. Full possession of the Premises, vacant, free of all tenants and occupants and not subject to any leases or occupancy agreements, is to be delivered at the time of the delivery of the Deed, said Premises to be then (a) in the same condition as they are now, reasonable use and wear thereof excepted, and with the majority of the Seller's and tenants' personal property removed from the Premises (except that all open and closed containers of paint, stain, oil and other hazardous products shall be removed), (b) not in violation of any applicable laws or regulations, and (c) not in violation of any requirement imposed by any instrument recorded at the Registry of Deeds. The Buyer shall be entitled to an inspection of the Premises prior to Closing in order to determine whether the condition thereof complies with the terms of this clause.

10. Extension to Perfect Title or Make Premises Conform. If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the Premises, or otherwise comply with the Seller's obligations hereunder, all as herein stipulated, or if at the time of the delivery of the Deed the Premises do not conform with the provisions hereof, then the Seller shall use reasonable efforts (which, except in the case of matters voluntarily created by Seller, shall in no event be deemed to require the expenditure of more than Fifteen Thousand Five Hundred Dollars (\$15,500.00) exclusive of any amount required to be paid to remove monetary liens) to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform with the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of time reasonably sufficient to permit the

Seller to perform hereunder, not to exceed thirty (30) days or such longer time as Buyer may allow in its absolute discretion in the case of title defects or other non-compliance (except for physical damage to the Premises) and not to exceed sixty (60) days or such longer time as Buyer may allow in its absolute discretion in the case of physical damage to the Premises. Seller shall notify the Buyer in writing once title has been cleared and the Parties shall close on a mutually acceptable day within a reasonable time thereafter.

11. Failure to Perfect Title. If at the expiration of the extended time, the Seller shall have failed after using reasonable efforts so to remove any defects in title, deliver possession, or otherwise comply with the terms hereof, as the case may be, all as herein agreed, then, at the Buyer's option, any payments made under this Agreement shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto, unless Seller shall have breached its obligations hereunder, in which case Buyer shall be entitled to specific performance or damages, including all costs incurred by it in connection with the transaction contemplated hereby.

12. Buyers Election to Accept Title. The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the Premises in their then condition and to pay therefore the purchase price without deduction, in which case the Seller shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the Premises shall have been damaged by fire or casualty insured against, then the Seller shall, unless the Seller has previously restored the Premises to their former condition, pay over or assign to the Buyer, on delivery of the Deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the Seller for any partial restoration.

13. Acceptance of Deed. The acceptance and recording of the deed by the Buyer, or its nominee, as the case may be or the issuance of GAP Insurance by the Buyer's title insurance company, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to survive the delivery of the Deed.

14. Use of Purchase Money to Clear Title. To enable the Seller to make conveyance as herein provided, the Seller may at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the Deed, or within a reasonable time thereafter in conformance with customary conveyancing practices.

15. Adjustments. Water and sewer use charges and real estate taxes for the current year shall be apportioned and fuel value shall be adjusted (pursuant to a written receipt and reading), as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by Buyer at the Closing. Seller shall obtain and bring to Closing a final water and sewer bill or reading for said apportionment and/or adjustment, or in the alternative, shall bring same to the Closing along with evidence of payment of same.

16. Adjustment of Unassessed and Abated Taxes. If the amount of said taxes is not known at the time of the delivery of the Deed, they shall be apportioned on the basis of the taxes assessed for the preceding tax period with a reapportionment as soon as the new tax rate and

valuation can be ascertained; and if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties.

17. Deposit. All deposits made hereunder shall be held in escrow by Classic Realty (the "Escrow Agent"). Such deposits shall be held in a separate interest-bearing account and shall be duly accounted for at the time for performance of this Agreement. Interest on such deposits shall be credited to the purchase price hereunder at Closing. If Buyer is entitled to a return of the deposits under this Agreement, interest on the deposits will be for Buyer's account; if Buyer does not perform its obligations under this Agreement and Seller is entitled to retain the deposits hereunder, interest on the deposits will be for the Seller's account. The Escrow Agent shall be liable only for its failure to comply with the provisions hereof. Notwithstanding anything to the contrary herein contained, in the event of a dispute with respect to the delivery and/or ownership or right to Possession of the deposits made hereunder, the Escrow Agent shall retain the deposits and shall have no liability for retaining control over the deposits until such dispute shall have been settled by mutual written agreement of the parties or by final order, decree or judgment by a court of competent jurisdiction. In no event shall the Escrow Agent be obligated to institute or defend any such proceeding, although, the Escrow Agent shall be entitled (but shall not be obligated) to commence an action of interpleader and deposit said funds with a court of competent jurisdiction, in which event the Escrow Agent shall have no further liability with respect to the deposits made hereunder.

18. Buyer's Default; Damages. If the Buyer shall default and fail to fulfill the Buyer's agreements herein, all deposits theretofore paid shall be delivered to Seller as liquidated damages, and this shall be Seller's sole and exclusive remedy at law or in equity for any breach by Buyer hereunder.

19. Notice. Whenever notice is given or required to be given by either of the parties hereto to the other, it shall be deemed to have been given if in writing and mailed by certified or registered mail, return receipt requested, postage prepaid, or sent by overnight courier with a nationally recognized organization, or sent via email or fax transmission with a confirmation or hand delivered, addressed as follows:

If to Seller:

Brian J. Spillane, Esquire
Law Office of Robert L. Allen, Jr., LLP
300 Washington Street, First Floor
Brookline, MA 02445
Telephone: (617) 383-6000
Fax: (617) 383-6001
Email: bspillane@boballenlaw.com

If to Buyer:

Jonathan Gold, Esq.
Law Office of Jonathan Gold
873 Beacon Street, Suite 11
Boston, MA 02215
Telephone: (617) 375-0006
Mobile: (617) 429-5004
Facsimile: (617) 236-6994
E-mail: jonathan@jgoldesq.com

or to such other address(es) as either party shall have last designated by like notice in writing. All notices shall be deemed received on the earlier of actual receipt or three (3) days after posting with proper postage with the U.S. Postal Service.

20. Access and Investigation of Premises by Buyer. Buyer and Buyer's agents and representatives shall have the right, at reasonable times and upon prior notice to Seller, all at Buyer's sole risk, cost and expense, to enter upon the Premises to examine and make engineering and other findings with respect thereto, including without limitation surveying, conducting structural and physical examinations and/or test borings to determine sub-soil conditions, and conducting such other tests, analyses and studies of the Premises as Buyer deems prudent in connection with Buyer's intended use of the Premises. At Seller's request, Buyer shall provide evidence satisfactory to Seller that Buyer or Buyer's agents and representatives who will have access to the Premises are covered by liability insurance in amounts satisfactory to Seller and naming Seller as an insured with respect to any risks to person or property in connection with such access. Seller shall have the right to require that all such access be made in the presence of Seller's representatives. Seller shall cooperate with Buyer in connection with Buyer's undertakings to analyze and study the Premises and the condition thereof but shall have the right to establish reasonable limitations so as to create as little disturbance as necessary to the tenants of the Premises. Buyer shall return the Premises to the condition existing prior to the exercise of any rights hereunder within a reasonable time thereafter, or (at Seller's request) reimburse Seller for Seller's reasonable costs in repairing any such damage should Buyer not purchase the Premises, and Buyer shall indemnify and hold harmless the Seller from and against any and all loss, cost, expense, injury, damage or claim (including, without limitation, attorneys' fees) in connection with any activity by or on behalf of Buyer under this provision. Furthermore, although the transaction is not contingent upon Buyer obtaining mortgage financing, the Seller shall cooperate with Buyer in obtaining any mortgage financing by furnishing Buyer's prospective Lender such information as said Lender may reasonably request and by allowing entry upon the Premises at reasonable times and upon reasonable notice to the Seller.

21. Due Diligence: Purchase Conditions. Buyer shall have a period of Eleven (11) months from the date of the Buyer's receipt of a fully executed copy of this Agreement (the "Due Diligence Period") to:

- (a) review title to the Premises and any title encumbrances discovered by Buyer during its due diligence review of the Premises, including such matters as would be disclosed by a survey of the Premises;
- (b) determine that the Premises are in compliance with applicable laws and regulations;
- (c) conduct all surface and subsurface investigations (including environmental, engineering, and architectural); (ii) perform test borings; (iii) test existing structures for environmental contaminants; (iv) consult with abutting property owners; (v) consult with governmental officials regarding planning, zoning, architectural and engineering requirements; (vi) satisfy all parking (and related transportation matters) requirements; (vii) satisfy all historic preservation (including demolition delay) requirements; and (viii) apply for and obtain all permits and approvals (local

and state) for a Massachusetts General Laws Chapter 40B, Sec. 20 through Sec. 23 Comprehensive Permit for not less than Twenty-Eight (28) Residential Units, with not more than 25% of such units being so-called "affordable units" as required by law (the "Proposed Project"). All existing structures on the Property to be approved for demolition.

(d) Seller shall cooperate with Buyer in connection with the filing of any and all permit applications (local and state), zoning board of appeal (ZBA) applications, and building applications, including without limitation, comprehensive permit applications, cut-and-cap permits, demolition permits (all existing structures must be approved for demolition), historic commission applications, and filings with the Town of Brookline and the Commonwealth of Massachusetts. Seller agrees to sign such permit application(s) as may be required or necessary and further authorizes the Purchaser to appear on Seller's behalf at any Town Planning, Zoning, Town Council, Historical Commission or State Agency hearings or meetings and such other public or governmental hearings or meetings that might be required. Seller shall not be required to attend any such hearings or meetings and all costs and expenses of same shall be paid by Buyer.

(e) Purchase is subject to a good and clear record and marketable title and a determination that any existing restrictions and easements will not interfere with Buyer's Proposed Project and with respect to any other easements, restrictions and reservations affecting the premises, such easements, restrictions and reservations shall not permit any third parties to enter upon or use any portion of the Property. If there are utility easements affecting the premises, the location of such easements shall not interfere with the Proposed Project and shall not encroach onto (or under) the building envelope.

(f) Subject to confirmation of no outstanding violations (zoning, health, environmental or otherwise) on file with the Town of Brookline; and

(g) Subject to satisfactory review of Town of Brookline Building Department, Brookline Historical Commission, Brookline Planning Department, Brookline Engineering, Fire and Public Works Department, and Brookline Conservation Commission records.

In the event the results of the matters (or any one of them) set forth herein this Paragraph 21 are unsatisfactory to Buyer in any respect or the failure of the Purchase Conditions or any one of them (and in Buyer's sole and absolute discretion) then, prior to the end of the Due Diligence Period, Buyer shall have the right to terminate this Agreement by written notice (email acceptable) to the Seller, Seller's Agent or Seller's Attorney, at which point the Deposit paid hereunder with interest, less any non-refundable deposits already released to Seller, shall be forthwith refunded to Buyer and this Agreement shall be null and void, of no further force and effect, without recourse to either party.

22. No Warranties By Seller. Except as otherwise expressly set forth herein, Seller makes no warranties or representations of any kind in connection with this sale, or as to any aspect of the Premises or any factor relating to the Premises or as to the physical condition of the site, any building, structure or improvement thereon, or the presence of hazardous materials on or affecting same. Buyer shall have the right prior to Closing, as expressly set forth in Section 21 above, to investigate and make objection to certain matters affecting the Premises, but Buyer acknowledges that upon Closing Buyer shall be deemed to have purchased the Premises in their

"AS-IS" condition, with no warranties of any kind, express or implied, having been made by Seller or on Seller's behalf with respect to any of the matters set forth above, except as otherwise expressly set forth herein.

23. Deleted.

24. Additional Deliveries. At the Closing, and as a condition to Buyer's obligations hereunder, Seller shall deliver to Buyer:

(a) Such documents as may reasonably be required by Buyer in order to establish the authority of Seller (and the persons executing documents on behalf of Seller) to consummate the transactions contemplated by this Agreement;

(b) Executed affidavits and indemnifications regarding mechanic's and materialmen's liens and parties in possession sufficient to eliminate any title insurance exception for these matters;

(c) A certificate confirming the accuracy of the representations made pursuant to Section 23 hereof;

(d) A certificate in the evidencing an exemption from the withholding requirements of Section 1445 of the Internal Revenue Code and, in the event of Seller's failure to deliver the same, Buyer shall have the right to withhold such portion of the purchase price as is necessary for Buyer to comply with such Section;

(e) A Bill of Sale and assignment with respect to all personal property, equipment, records, plans and similar items owned by Seller and located on or used in connection with the Premises.

25. Seller's Representations. Seller hereby and represents to the best of the Seller's knowledge without the need for independent investigation that:

(a) There are no contracts, agreements or understandings with respect to services or supplies relating to the operation of the Premises which shall be binding upon Buyer or the Premises after the Closing;

(b) (i) There are no leases or other written or oral agreements with respect to the occupancy of the Premises, and there are no unrecorded agreements that may adversely affect the rights and interest in the Premises;

(c) Seller has no knowledge of any pending or proposed municipal betterments for which a lien could be imposed on the Premises;

(d) Seller has no knowledge of any toxic or hazardous substances which have been generated, stored, treated or disposed of, or otherwise deposited in, on or about the Premises (including, without limitation, the surface and subsurface waters of the Premises), and Seller has no knowledge of any substances or conditions in or on the Premises which would support a claim or cause of action under any federal, state or local environmental statutes, regulations, ordinances

or other environmental regulatory requirements;

(e) There is/are no underground fuel storage tanks (USTs) on the Premises.

(f) Seller has no knowledge that all or any part of the Premises is in violation of (i) any zoning, subdivision, building, health, traffic, environmental, flood control or other applicable rules, regulations, ordinances or statutes of any local, state or federal authorities or any other governmental entity having jurisdiction over the Premises, or (ii) any outstanding agreements, covenants, restrictions, easements or any other instruments adversely affecting in a material way the Premises and the Buyer's intended use of said Premises as a 28 Unit 40B Residential Development;

(g) There are no suits, actions, orders, decrees, claims, writs, injunctions or proceedings pending or, to the best of Seller's knowledge, threatened against Seller, affecting all or any part of the Premises or the operation thereof before any court or administrative agency or officer which, if adversely determined, would have a material adverse effect upon the operation or condition, financial or otherwise, of all or any part of the Premises, or which in any material way adversely impact on Seller's ability to perform under this Agreement;

(h) There are no condemnation proceedings pending or, to the best of Seller's knowledge, proposed or threatened against all or any part of the Premises; and

(i) There are no leased fixtures, equipment, or appliances on the Premises and that the Seller owns all of the fixtures, equipment (including mechanical systems and components) and appliances free of any encumbrances or liens (including U.C.C. liens).

The representations and warranties set forth above shall, as a condition of Buyer's obligations hereunder, be confirmed at the Closing. Seller will promptly notify Buyer of any change in facts which Seller becomes aware of which arise prior to the Closing which would make any such representation materially untrue if such state of facts had existed as of the execution date of this Agreement ("Seller Notice") and unless Seller shall rectify the cause of such change by the original or extended Closing Date, Buyer shall have the option of terminating this Agreement by notifying Seller thereof in writing, in which event all deposits made by the Buyer shall be forthwith refunded and this Agreement shall be null and void without recourse to either Party hereto. The representations contained in subsections (a), (b), (g), (h) and (i) herein shall survive the Closing Date by ninety (90) days. Seller further represents that the Premises (buildings and land area) will be maintained in the same condition and with the same level of service in effect as they are now.

26. Insurance. From the date hereof up to and including the Closing Date, Seller shall maintain insurance on the Premises in at least the amounts as presently insured.

27. Confidentiality. Buyer agrees that any documents, instruments, reports, records, accounts and other written material (collectively, "Written Materials") furnished by Seller to Buyer hereunder shall be used by Buyer solely for the purposes of conducting the reviews and inspections contemplated by this Agreement, and Buyer agrees not to disclose any of the Written Materials without the prior written consent of Seller to any person or entity other than to its employees, officers, directors, agents and representatives (including attorneys, accountants,

financial advisors and financing sources) who, in each case, have a need to know or examine any of the Written Materials for the purposes contemplated hereby and have been informed of Buyer's covenant hereunder and agree to be bound by it. In the event that Buyer terminates this Agreement pursuant to Section 21 hereof, or defaults on its obligations hereunder, Buyer shall on demand promptly return all Written Materials and/or shall destroy any copies of Written Materials in its possession. Buyer's agreement under this Section 27 shall not apply to any of the Written Materials which (i) are known to the public or generally available to the public as of the date hereof; (ii) hereafter become known to the public through no default of Buyer hereunder; (iii) are disclosed to Buyer by a third party under no obligation to Seller; or (iv) are required to be disclosed by law or by order of court or other governmental authority, but only to the extent of such required disclosure. The obligations of Buyer under this Section 27 shall terminate at the Closing, but not otherwise.

28. Further Assurances. The parties agree that up to and after the date of Closing, they shall do such things and execute, acknowledge and deliver any and all additional instruments, documents and materials as either party may reasonably request to fully effectuate the purposes of this Agreement.

29. Broker and Commissions. Buyer and Seller mutually warrant and represent to the other that neither party has dealt with any broker or agent in connection with this transaction other than Hammond Residential and Classic Realty and that no broker or agent or other person or party with whom Seller or Buyer, as the case may be, has dealt, other than the aforementioned broker, is entitled to receive a commission from Seller with respect to this transaction. Seller and Buyer each hereby agree to indemnify and hold the other harmless from and against all loss, damage, injury and claims for any breach of the foregoing warranty and representation. Seller agrees that it shall be responsible for the payment of any commission or fee due and owing Hammond Residential or Classic Realty, or any other broker or agent engaged by Seller in connection with the transactions contemplated hereby.

30. Limitation on Liability. If the Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound and neither the Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

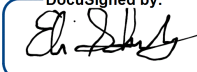
31. Construction of Agreement. This instrument, executed in duplicate, is to be construed as a legal contract governed by the laws of the Commonwealth of Massachusetts, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer. Nothing in this Agreement shall be deemed to permit Buyer to assign this Agreement or Buyer's rights hereunder to any person or party without the prior written consent of Seller; provided, however, that Seller's consent shall not be required for an assignment of this Agreement to an entity in which any person or entity having an ownership interest in Buyer also has an ownership interest. If two or more persons are named herein as Buyer or Seller their obligations hereunder shall be joint and several. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed as an instrument under seal by their duly authorized officers or representatives, all as of the day and year first above written.

SELLER:
CRESCENT REALTY TRUST


Eli Dovek, Trustee

BUYER:
686 LEWIS HILL LLC

DocuSigned by:

1/12/2021
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By: Eli Schwartz
Its Manager

ESCROW AGENT
CLASSIC REALTY
For the sole purpose of agreeing to be bound by
Section 1.3(b) herein.

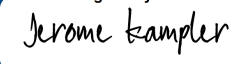
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1/12/2021
4281BCA98F3A48B...
Name: Jerry Kampler

EXHIBIT A

LEGAL DESCRIPTION

That certain parcel of land situated in Brookline in the County of Norfolk and said Commonwealth of Massachusetts, bounded and described as follows:

- SOUTHERLY: by the Northerly line of Bartlett Crescent, forty and $41/100$ (40.41) feet;
- WESTERLY: by lot numbered 2 being the Easterly line of a Way as indicated on plan hereinafter referred to, sixty-five and $75/100$ (65.75) feet;
- NORTHWESTERLY: one hundred eleven and $96/100$ (111.96) feet, and
- SOUTHWESTERLY: nine and $09/100$ (9.09) feet by said lot numbered 2;
- NORTHWESTERLY: by the Boston City Line, sixty-two and $58/100$ (62.58) feet;
- NORTHEASTERLY: by Lot A3, as indicated on said plan, fifty-three and $19/100$ (53.19) feet;
- SOUTHEASTERLY: forty-six and $12/100$ (46.12) feet, and
- NORTHEASTERLY: thirty-six and $89/100$ (36.89) feet, by land now or formerly of Mary E. Hickey; and
- SOUTHEASTERLY: by land now or formerly of Mary E. Malone, one hundred forty-one and $28/100$ (141.28) feet.

Said parcel is shown as lot numbered 7 on a plan drawn by Schofield Brothers, Civil Engineers, dated April 17, 1957, as approved by the Land Court filed in the Land Registration Office as No. 13462F, a copy of which is filed in Norfolk Registry District with Certificate No. 63202, Book 317.

There is appurtenant to the above described land the right of way over said lot numbered 2, as set forth in Document Nos. 141681 and 207370 and shown on said plan.